

## **The complaint**

Mr D has complained about Safe World Insurance Group (UK) Ltd.'s (Safe World) handling of his claim, under his insurance backed guarantee policy.

## **What happened**

The details of what happened are well known to both parties, so I will just summarise them here:

- In 2018, Mr D paid 'E' for the supply and installation of solar equipment.
- In 2024, the 'solar inverter' stopped working but E had ceased trading. Mr D managed to get a replacement inverter from the manufacturer, but they couldn't install it.
- Mr D made a claim to Safe World under his insurance backed guarantee policy, for the installation costs.
- Safe World rejected the claim, saying the initial guarantee their policy was covering, didn't include installation costs.
- Mr D ended up paying approximately £250 to have the inverter installed privately by a separate company.

Mr D brought his complaint to our Service and the Investigator thought Safe World should cover the installation costs, which she felt the original guarantee covered. Safe World disagreed.

As there was no agreement, the case has been passed to me to decide. Prior to this, Safe World provided further information including what they considered to be evidence that the initial five-year guarantee from E had expired and that only the manufacturer's warranty was in place at the time of the claim.

Mr D responded in full and amongst his points in reply, he said there was insufficient evidence the initial guarantee for his product was only five years. He acknowledged ambiguity with documents but thought it was safe to assume that E would have provided an engineer to instal the replacement product, even if outside of the initial guarantee period. He didn't think the insurer was treating him fairly or in good faith.

I issued a provisional decision on 4 April 2025, an extract of which forms part of my decision below:

Due in part to the amount of time that has passed and also because E has ceased trading, we don't have a copy of the original guarantee. Mr D too has not been able to provide us with it. However, Safe World have provided us with an example document from another claim. It specifies that E's initial guarantee for a 'solar inverter' is five years.

In situations such as this, where I don't have all the information available, I have to decide what I think is more likely than not to have happened. While I appreciate Mr D's comment that the guarantee document provided isn't specifically for his policy, I have to decide on the basis of what I think is more likely. The document references the inverter and panels and I am persuaded a similar guarantee will have been in place for Mr D and therefore Mr D's solar inverter had an initial five-year guarantee from E.

On this basis, I believe Mr D received four guarantees/warranties for his solar equipment:

- A five-year guarantee/warranty, provided by E, and backed by Safe World.
- A twelve-year manufacturer's warranty, provided by the manufacturer.
- A ten-year workmanship warranty, provided by E, and backed by Safe World.
- An eight-year extended warranty, provided by E, and backed by Safe World.

The date of claim was August 2024. This was six years after the installation. So, the five-year guarantee/warranty provided by E, and backed by Safe World, had expired. And the eight-year extended warranty, provided by E, and backed by Safe World, had not yet come into force because it only does so once the manufacturer's 12-year warranty expired. The terms and conditions state, the "extended warranty provides cover for a period of 20 years in total from the end of the manufacturer's warranty period".

So, there was no guarantee/warranty provided by E, and backed by Safe World, which would respond to Mr D's claim. It follows I can't fairly and reasonably require Safe World to accept it.

Mr D has provided a very measured and reasoned response to me, which I have considered in full. Whilst I understand the points he raises, I maintain the case isn't one that should be upheld.

Whilst Mr D also believes E would have provided installation for the replacement, I can only ask Safe World to cover costs provided through the policy. The initial guarantee period had ended and Mr D, at the time of this claim, is only covered by the manufacturer's warranty, and he has been provided with a replacement through this.

In summary, I find Mr D's claim came after E's initial guarantee had expired. He is covered at the date of claim only by the manufacturer's warranty. Safe World's insurance backed guarantee only comes into place when the manufacturer's warranty expires. So, I can't ask them to cover the installation costs or do anything more here.

Safe World responded to accept the provisional decision.

Mr D responded in full. Amongst his points in reply, he maintained the documentation brought upon was ambiguous and unclear. He had not seen this document previously and so struggles now to place much weight on it.

He also felt there were different versions of the document and questioned how we could be sure this one applied to him in 2018. He acknowledged the manufacturer's warranty only covers replacement equipment. He said if we excluded the example initial guarantee we have been given (as unreliable), then all we have is the initial invoice from E which he believes gives a 20-year period in total for the inverter.

### **What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having done so, I see no reason to depart from the findings I previously set out provisionally.

Whilst I appreciate Mr D's measured and well-reasoned response, I have to make a decision on what I think is more likely to have happened. I don't have a copy of the initial guarantee, but I do have an example document and for the reasons given previously, I believe the same initial five-year period applied for Mr D.

This means that when he made his claim, he was only covered by the manufacturer's warranty and so I can't ask Safe World to reimburse him the installation costs, he has already paid.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 9 May 2025.

Yoni Smith  
**Ombudsman**